

EXHIBIT A

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14 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES**

16 TINAMARIE BARRALES, *individually and*
17 *on behalf of all others similarly situated,*

18 Plaintiff,

19 v.

20 NEWELL BRANDS INC., *a Delaware*
corporation,

21 Defendant.

Case No. 24STCV33476

CLASS ACTION COMPLAINT

- 1. Unjust Enrichment under Georgia Law**
- 2. Violation of California's Unfair Competition Law, CAL. BUS. & PROF. CODE § 17200 *et seq.***
- 3. Violation of California's False Advertising Law, CAL. BUS. & PROF. CODE § 17500 *et seq.***
- 4. Violation of California's Consumers Legal Remedies Act, CAL. CIV. CODE § 1750 *et seq.***

DEMAND FOR JURY TRIAL

1 Plaintiff Tinamarie Barrales (“Plaintiff”), individually and on behalf of all others similarly
 2 situated (the “Class,” as defined below), by and through her attorneys, brings this class action
 3 complaint against Defendant Newell Brands Inc. (“Defendant” or “Newell”) and alleges the
 4 following upon information and belief, except for those allegations pertaining to Plaintiff, which
 5 are based on personal knowledge:

6 **NATURE OF THE ACTION**

7 1. This is a class action lawsuit regarding Defendant’s manufacturing, distribution,
 8 advertising, marketing, labeling, distribution, and sale of its “Nuk” branded baby bottle Products¹
 9 that are sold nationwide and marketed as, among other things, “BPA Free” (the
 10 “Representations”). Unfortunately for all reasonable consumers, including Plaintiff, the
 11 Representations are false and misleading.

12 2. Far from being “BPA Free,” the Products contain considerable amounts of harmful
 13 microplastics.

14 3. Despite including harmful microplastics in its Products, Defendant goes to
 15 considerable lengths to mislead consumers into believing the Products are safe, good for them, and
 16 BPA Free. Moreover, Defendant omits that the Products contain harmful microplastics, especially
 17 when heated – a material fact to Plaintiff and all reasonable consumers – on the Products’ labeling
 18 and marketing.

19 4. Defendant makes the Representations and material omissions to increase profits
 20 and market share in the growing baby products market where safety is a significant consumer
 21 purchasing decision. Indeed, consumers value products free of BPA that promote safety.

22 5. Consumers have become increasingly concerned about the effects of synthetic,
 23 artificial, and chemical ingredients in food, dietary supplements, cleaning products, bath and

25
 26 ¹ “Product” and “Products” refer to the following Nuk product varieties: Feeding Bottles, Storage
 27 Bottles, Feeding and Storage Bottle Sets, and Anti Colic Bottles. Plaintiff reserves the right to
 28 amend the complete list of Products subject to this lawsuit based on facts obtained in discovery.
 All of the Product labels contain substantially similar representations and omissions about being
 “BPA Free” and safe to use as intended, which Plaintiff and the Class members read and relied on
 before purchasing the Products.

1 beauty products, and everyday household products. Companies like Defendant have capitalized on
 2 consumers' desire for purportedly "natural products." Indeed, consumers are willing to pay and
 3 have paid a premium for products branded "natural" over products that contain synthetic
 4 ingredients. In 2015, sales of natural products grew 9.5% to \$180 billion.²

5 6. Reasonable consumers, including Plaintiff and the Class members, value "BPA
 6 Free" products for important reasons, including the belief that they are safer and healthier than
 7 alternative products not considered "BPA Free."

8 7. Before placing the Products into the stream of commerce and into the hands of
 9 consumers to purchase and children to put in their mouths, Defendant knew or should have known
 10 that the Products contained harmful microplastics. However, Defendant misrepresented, omitted,
 11 and concealed this material fact to all reasonable consumers, including Plaintiff and the Class
 12 members, by not including this information anywhere on the Products' labeling.

13 8. Plaintiff and the Class members reasonably relied on Defendant's Representations
 14 and material omissions when purchasing the Products.

15 9. Plaintiff and the Class members purchased the Products and paid a price premium
 16 based on Defendant's Representations and omissions.

17 10. Because Defendant's false and misleading Representations dupe reasonable
 18 consumers into believing the Products feature premium attributes (i.e., BPA-Free), Defendant's
 19 Representations thus dupe reasonable consumers into paying premium prices for the Products,
 20 even though they do not actually feature the premium attributes for which the consumers, including
 21

22 ² Elaine Watson, FOOD NAVIGATOR, *Natural Products Industry Sales up 9.5% to \$180bn Says*
 23 *NBJ*, <https://web.archive.org/web/20240713052206/https://www.foodnavigator-usa.com/Article/2016/03/14/EXPO-WEST-trendspotting-organics-natural-claims?page=7#news>;
 24 *see also* Shoshanna Delventhal, *Study Shows Surge in Demand for "Natural" Products*,
 25 <https://web.archive.org/web/20170909034644/http://www.investopedia.com/articles/investing/022217/study-shows-surge-demand-natural-products.asp> (study by Kline Research indicated that in
 26 2016, the personal care market reached 9% growth in the U.S. and 8% in the U.K.; the trend-driven
 27 natural and organic personal care industry is on track to be worth \$25.1 million by 2025); *Natural*
 28 *living: The next frontier for growth? [NEXT Forecast 2017]*, NEW HOPE NETWORK (Dec. 19,
 2016), <http://www.newhope.com/beauty-and-lifestyle/natural-living-next-frontier-growth-next-forecast-2017>.

1 Plaintiff and the Class members, pay.

2 11. Defendant is, therefore, liable to Plaintiff and the Class members for selling the
3 Products without disclosing that the Products contain harmful microplastics.

4 12. On behalf of herself and the Class, Plaintiff seeks monetary and injunctive relief.

PARTIES

6 13. Plaintiff Tinamarie Barrales is a resident and citizen of Huntington Park, California,
7 in Los Angeles County. Plaintiff has purchased numerous varieties of the Products during the
8 relevant statutory period, including Nuk Simply Natural baby bottles at Food For Less and
9 Walmart in California. Most recently, Plaintiff purchased the Products at Walmart in California in
10 or around May 2024.

11 14. Plaintiff and reasonable consumers believe that “BPA Free” products do not contain
12 harmful microplastics. Plaintiff and reasonable consumers believe “BPA Free” means that the
13 Products do not pose the danger of harmful plastics when used as intended.

14 15. When purchasing the Products, Plaintiff read and reviewed the accompanying
15 labels and disclosures and understood them as representations by Defendant that the Products were
16 adequately manufactured and labeled and free from defects, and that the Representations were
17 true. Plaintiff read and relied on Defendant's Representations when deciding to purchase the
18 Products, and these Representations were part of the basis of the bargain. Had Defendant not made
19 the false, misleading, and deceptive Representations and omissions alleged herein regarding the
20 Products, Plaintiff would not have been willing to purchase the Products. Plaintiff paid a price
21 premium for the Products based on Defendant's Representations and material omissions.
22 Accordingly, Plaintiff was injured and lost money due to Defendant's mislabeling and deceptive
23 conduct.

24 16. Defendant Newell is a Delaware corporation with its principal place of business
25 and headquarters in Atlanta, Georgia.

26 17. Newell represents itself as “a leading consumer products company with a portfolio

1 of iconic brands" including Nuk.³

2 18. Nuk is a popular consumer baby products brand.

3 19. Nuk says, "The NUK® family of brands design and develop superior products that
4 enhance your child's overall development."⁴

5 20. Under the Nuk brand, Defendant sells the Products throughout the United States,
6 including in California. The Products, including those purchased by Plaintiff and the Class
7 members, are available at various retail stores throughout the United States, including California.
8 Defendant authorized the false, misleading, and deceptive marketing, advertising, distribution, and
9 sale of the Products to consumers nationwide, including in California.

10 21. Plaintiff reserves the right to amend this lawsuit to include any additional
11 defendants who may be subject to these allegations regarding the false advertising of the Products.

12 **JURISDICTION AND VENUE**

13 **Jurisdiction**

14 22. This Court has personal jurisdiction over Defendant for reasons including but not
15 limited to the following: Defendant has purposefully availed itself of the privilege of doing
16 business in California. Plaintiff's claims against Defendant arise out of its contacts with California,
17 including its dissemination within California of the false and misleading Representations that the
18 Products are "BPA Free." Defendant knowingly directed its Products through the stream of
19 commerce into this forum. Defendant has advertised and marketed within this forum. Defendant
20 knowingly directs electronic activity into this forum with the intent to engage in business
21 interactions and has in fact engaged in such interactions. Defendant offers the Products to
22 consumers in this forum, who made purchases using Defendant's website in this forum and whose
23 losses were incurred here. The Court has specific personal jurisdiction over Defendant, and
24 Defendant can be said to have reasonably anticipated being haled into court in this forum.

25 **Venue**

26 23. Venue is proper in the County of Los Angeles, California, as the actions and harms

27
28 ³ <https://www.newellbrands.com/our-company/who-we-are>.

⁴ <https://www.nuk-usa.com/about-us.html>.

1 alleged herein occurred, in part, in the County of Los Angeles.

2 **COMMON FACTUAL ALLEGATIONS**

3 **Microplastics Harm Human Health**

4 24. Microplastics are small plastic particles less than 5 millimeters in diameter that
 5 form when solid plastics break down through abrasion, degradation, or chemical processes such
 6 as exposure to heat.⁵ These tiny particles can significantly affect human health, especially
 7 children.⁶

8 25. Studies show that microplastics alter the composition of gut microbiota, which play
 9 a crucial role in digestion, nutrient absorption, and immune system development.⁷ Furthermore,
 10 microplastics “produc[e] a toxic effect on the digestive tract,” that causes irreversible changes in
 11 the reproductive axis and central nervous system of offspring after prenatal and neonatal exposure,
 12 affect the immune system due to their physicochemical properties, and can cause chronic
 13 pulmonary disease.⁸

14 26. Due to their small size, microplastics can bioaccumulate, which results in
 15 compounding adverse health effects, such as growth and reproduction issues, DNA damage due to
 16 oxidative stress, inflammation, physical stress, weakened immunity, histological damage, or even
 17 death.⁹

18 27. Digestion or oral intake is the most significant mode of microplastic transmission

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20 ⁵ See Sumon Sarkar, Hanin Diab & Jonthan Thompson, *Microplastic Pollution: Chemical*
 21 *Characterization and Impact on Wildlife*, 20(3) INT. J. ENVIRON. RES. PUBLIC HEALTH 1745
 22 (2023).

23 ⁶ See Raffaele Marfella et al., *Microplastics and Nanoplastics in Atheromas and Cardiovascular*
 24 *Events*, 390 NEW ENGLAND J. MED. 900-10 (Mar. 6, 2024),
 25 <https://www.nejm.org/doi/full/10.1056/NEJMoa2309822> (concluding that “patients with carotid
 26 artery plaque in which [microplastics and nanoplastics (MNP)] were detected had a higher risk of
 27 a composite of myocardial infarction, stroke, or death from any cause at 34 months of follow-up
 28 than those in whom MNP were not detected”).

⁷ See Alba Tamargo et al., *PET Microplastics Affect Human Gut Microbiota Communities During*
Simulated Gastrointestinal Digestion, First Evidence of Plausible Polymer Biodegradation
During Human Digestion, 12 SCI. REPS. 528 (Jan. 11, 2022), <https://doi.org/10.1038/s41598-021-04489-w> (“The work presented here indicates that microplastics are indeed capable of digestive-
 level health effects.”).

⁸ Nur Hanisah Amran et al., *Exposure to Microplastics During Early Developmental Stage: Review of Current Evidence*, 10 TOXICS 597 (Oct. 10, 2022), <https://doi.org/10.3390/toxics10100597>.

⁹ *Id.*

1 into the human body.¹⁰

2 **Microplastics Are Particularly Harmful to Children**

3 28. The dangers of microplastic exposure are particularly severe for infants, as these
 4 early encounters with microplastics can pave the way for chronic health conditions that can
 5 manifest over a lifetime.¹¹ Exposure to even low doses of microplastics during a child's early
 6 development may cause long-term health complications later in life.¹² Experts in microplastics
 7 warn that infants, with their entire lives ahead of them, face a heightened risk of developing
 8 lifelong ailments due to their prolonged exposure to microplastics starting from such a young
 9 age.¹³

10 29. During critical periods of development, such as infancy and early childhood,
 11 exposure to microplastics can profoundly impact various bodily systems—including the digestive,
 12 reproductive, central nervous, immune, and circulatory systems—leading to long-term health
 13 impairments.¹⁴

14 30. This extreme harm is particularly critical in infants, who may suffer from a wide
 15 array of severe health issues because of microplastic exposure. One study found that average fecal
 16 microplastic levels were over ten times higher in infants than in adults.¹⁵ Scientists studying
 17 microplastics and early child development have therefore emphasized that “enacting solid
 18 legislative laws and policies to manage the excessive use of plastic products is crucial; otherwise,
 19 the health of ecosystems and living organisms will inevitably deteriorate in the coming

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 21 ¹⁰ *Id.*

22 ¹¹ *Id.*; see also Liping Liu et al., *Release of Microplastics from Breastmilk Storage Bags and*
Assessment of Intake by Infants: A Preliminary Study, 323 ENV'T POLLUTION (Apr. 15, 2023), at
 2, <https://doi.org/10.1016/j.envpol.2023.121197> (“Exposure to low doses of [microplastics] during
 24 early development may cause perturbation of gas and nutrients exchange and induce long-term
 health effects.”).

25 ¹² Amran, *supra* note 8.

26 ¹³ Liu, *supra* note 11, at 1 (“Infancy is known to be a sensitive window for environmental exposure,
 which may increase susceptibility to certain diseases in adulthood.”).

27 ¹⁴ *Id.*

28 ¹⁵ News Release, AM. CHEM. SOC'Y, *Infants Have More Microplastics in Their Feces Than Adults,*
Study Finds (Sept. 22, 2021), [https://www.acs.org/pressroom/newsreleases/2021/september/infants-have-more-microplastics-
 in-their-feces-than-adults-study-finds.html](https://www.acs.org/pressroom/newsreleases/2021/september/infants-have-more-microplastics-in-their-feces-than-adults-study-finds.html).

1 years. . . . We feel that the government and industries must exert the most significant effort to
 2 protect children from MPs [microplastics] exposure. These procedures include avoiding plastic
 3 contact of children's meals”¹⁶

4 31. Another study emphasized the consequences of microplastic ingestion on
 5 cardiovascular systems, finding that subjects with “carotid artery plaque in which microplastics
 6 were detected had a higher risk of a composite myocardial infarction, stroke, or death from any
 7 cause.”¹⁷

8 32. Despite the apparent dangers, Defendant actively conceals the known risks
 9 associated with microplastic exposure, depriving parents of the ability to make informed choices
 10 about their children's health and well-being. The Products' material omissions and the “BPA Free”
 11 Representations work in tandem to create a false sense of security, leading parents to believe that
 12 their children will be safe from the severe consequences of using the Products. In reality, parents
 13 are exposing their children to “irreversible changes in the reproductive axis and central nervous
 14 system,” among other harms.¹⁸

15 **The Products Are Made of Polypropylene Plastic and Are Exposed to Heat Through**
Ordinary Use

16 33. Plaintiff and other reasonable consumers understand that the regular and ordinary
 17 use of baby bottles involves holding heated liquids (such as formula or breastmilk) and possibly
 18 using boiling liquids for sterilization. Defendant fails to inform consumers that the Products made
 19 of polypropylene “release microplastics with values as high as 16,200,000 particles per litre,” and
 20 that “sterilization and exposure to high-temperature water significantly increase microplastic
 21 release.”¹⁹ By advertising and selling the Products without disclosing the material risks associated
 22 with heating, Defendant jeopardizes the health and well-being of countless children and misleads
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 25 ¹⁶ Amran, *supra* note 8.

26 ¹⁷ Marfella, *supra* note 6.

27 ¹⁸ Amran, *supra* note 8.

28 ¹⁹ Dunzhu Li et al., *Microplastic Release from the Degradation of Polypropylene Feeding Bottles During Infant Formula Preparation*, 1 NATURE FOOD 746, 746 (Nov. 2020), <https://doi.org/10.1038/s43016-020-00171-y>.

1 parents who trust in the safety of these Products.

2 34. Heating polypropylene releases 13.5% to 67.5% more microplastics into liquids at
3 140 degrees Fahrenheit than at 41 degrees.²⁰ Products with polypropylene plastic composition
4 release microplastics through sterilization and cleaning, shaking with warm water, and other high-
5 temperature water exposure during formula preparation procedures.²¹ “Microplastics are synthetic
6 polymer compounds that form when large plastic materials are fragmented and micronized to a
7 size of ≤ 5 mm.”²² One study found that polypropylene infant feeding bottles can produce up to 16
8 million microplastic particles per liter.²³ The amount of microplastics released increases with
9 exposure to high water temperatures and sterilization.²⁴

10 35. Current research shows that toddlers consuming microwaved dairy products from
11 polypropylene containers can intake up to 22.1 ng/kg per day of microplastics.²⁵ Another study
12 found that a single infant’s microplastic consumption through polypropylene feeding bottles
13 ranges from 14,600 to 4,550,000 particles per day.²⁶

14 36. Exposing plastic containers to higher temperatures leads to a more than twofold
15 increase in the total amount of microplastics released.²⁷ However, it is estimated that roughly 12%
16 of those who reheat breastmilk use the microwave. Defendant fails to warn consumers that its
17 Products should not be heated due to extreme microplastic exposure increases.

18 37. Additionally, many parents sanitize baby feeding products via exposure to heat,
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21 ²⁰ Guanyu Zhou et al., *How Many Microplastics Do We Ingest When Using Disposable Drink*
22 *Cups?*, 441 J. HAZARDOUS MATERIALS (Jan. 2023), at 5,
23 <https://doi.org/10.1016/j.jhazmat.2022.129982>.

24 ²¹ Li, *supra* note 19.

25 ²² Yongjin Lee et al., *Health Effects of Microplastic Exposures: Current Issues and Perspectives*
26 *in South Korea*, 64 YONSEI MED. J. 301, 301 (May 2023), <https://doi.org/10.3349/ymj.2023.0048>.

27 ²³ Li, *supra* note 19.

28 ²⁴ *Id.*

29 ²⁵ Kazi Albab Hussain et al., *Assessing the Release of Microplastics and Nanoplastics from Plastic*
30 *Containers and Reusable Food Pouches: Implications for Human Health*, 57 ENV’T SCI. & TECH.
31 9782, 9782 (2023), <https://pubmed.ncbi.nlm.nih.gov/37343248/>.

32 ²⁶ Li, *supra* note 19.

33 ²⁷ *Id.*; Hussain, *supra* note 25, at 9786 (“These findings are consistent with a previous study that
34 reported a 2 order magnitude increase in microplastics release from polypropylene infant feeding
35 bottles into water when temperatures increased from 25 to 95 °C.” (footnote omitted)).

1 such as by boiling the products.²⁸ One study found that over 10 million polypropylene
2 microplastics per liter are released during a single boil.²⁹ The CDC recommends that caretakers
3 sterilize baby feeding equipment daily.³⁰ Even if the Products are not heated with milk, the
4 sterilization heat still causes the Products to release copious amounts of microplastics.

5 38. Despite these apparent risks, Defendant fails to inform consumers of the need to
6 mitigate the associated microplastic release to prevent them from entering the food and drink in
7 the Products, such as by repeated subsequent rinses with cold water.³¹

8 **The Products Are Intended to Be Heated Daily and for Constant Use by Babies and**
9 **Their Caregivers**

10 39. The Products are essential feeding devices that infants and young children use
11 multiple times daily.³² It is a well-known fact that babies often have their bottles or cups in or near
12 their mouths for extended periods. This constant, repeated exposure to the Products significantly
13 amplifies the risk posed by the microplastics they leach.

14 40. The danger of microplastics lies not just in a single exposure but in their ability to
15 bioaccumulate in the body over time. Each instance of exposure compounds the potential for long-
16 term harm. For infants and young children, who are in a critical stage of development, this
17 accumulated exposure can have devastating consequences. When parents use Defendant's
18 Products to feed their children, as intended, they unwittingly expose their vulnerable infants to a
19 daily dose of microplastics. Over the weeks, months, and years of a child's development, this
20 constant exposure can lead to a dangerous accumulation of microplastics in their young bodies,
21 putting them at risk for a host of serious health issues affecting their digestive system, immune

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24 ²⁸ Li, *supra* note 19.

25 ²⁹ *Id.* at 751.

26 ³⁰ CENTERS FOR DISEASE CONTROL & PREVENTION, *How to Clean, Sanitize, and Store Infant*
27 *Feeding Items Frequently Asked Questions* (Apr. 16, 2024),
28 https://www.cdc.gov/hygiene/faq/?CDC_AAref_Val=https://www.cdc.gov/hygiene/childcare/clean-sanitize.html.

29 ³¹ See Li, *supra* note 19.

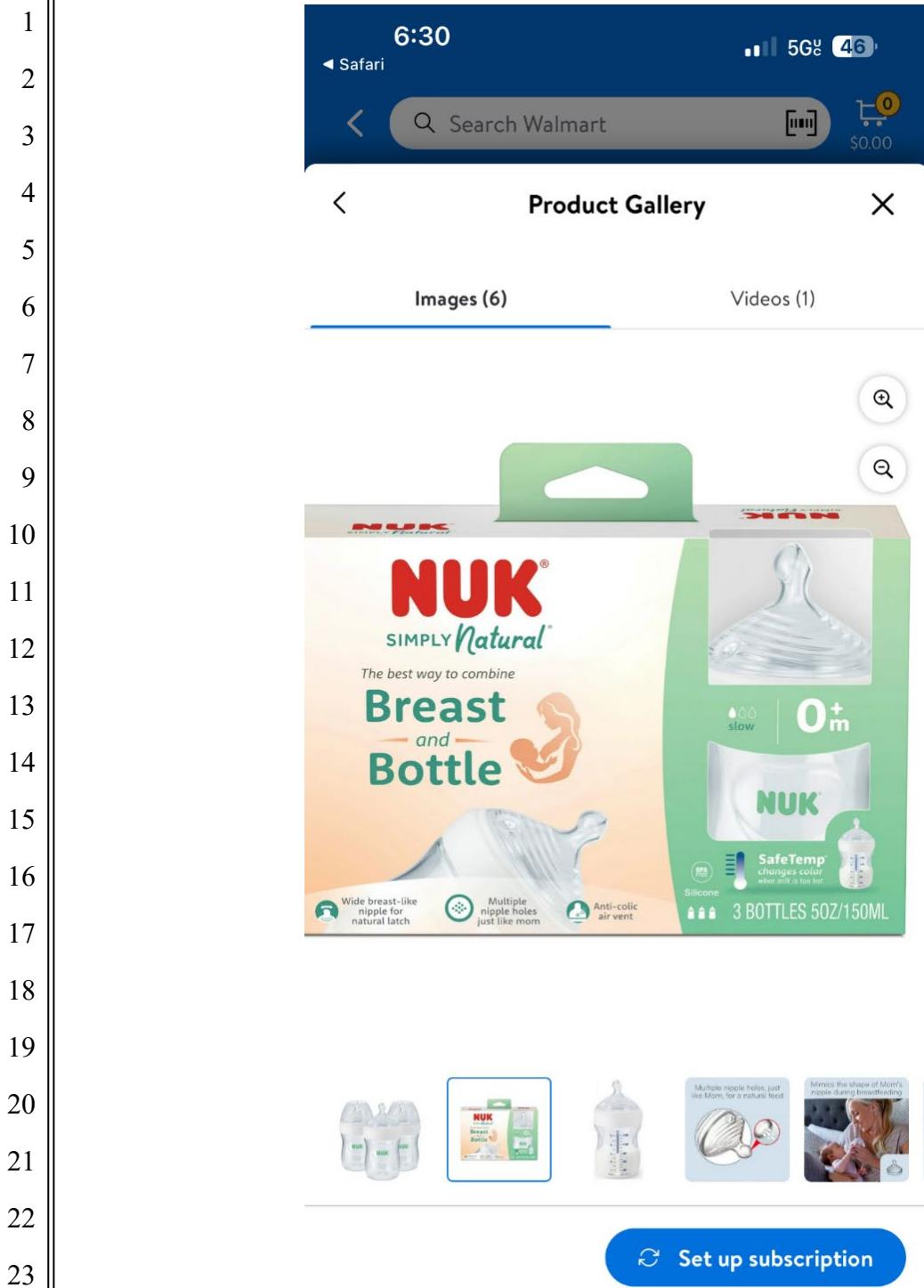
30 ³² Mary L. Gavin, *Formula Feeding FAQs: How Much and How Often*, KIDS HEALTH (Nov. 2021),
31 <https://kidshealth.org/en/parents/formulafeed-often.html#:~:text>Newborns%20and%20young%20babies%20should,about%20every%203%E2%80%934%20hours>.

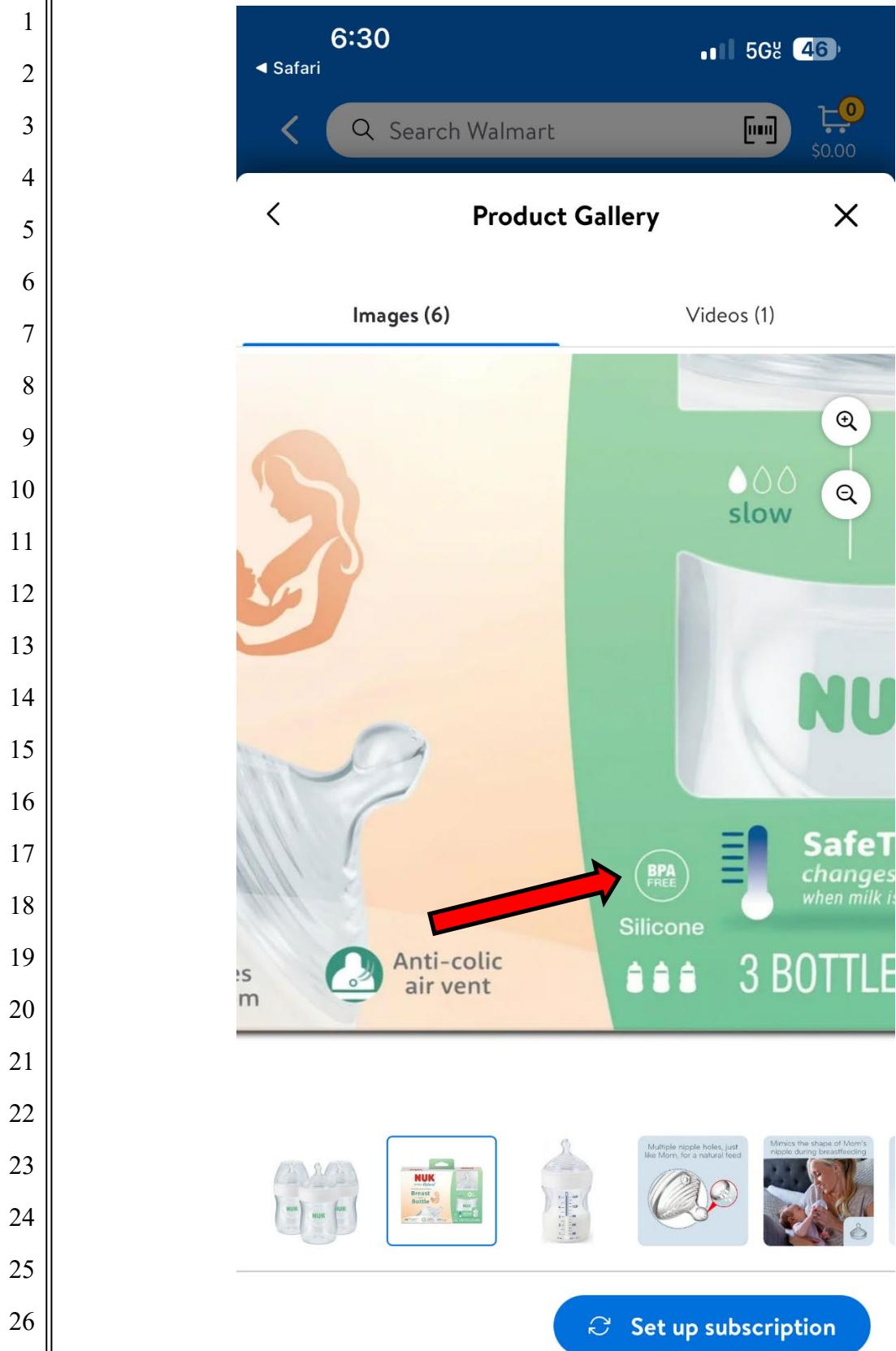
1 function, reproductive health, and more. The cumulative nature of this risk makes Defendant's
2 misconduct all the more egregious and the need for accountability all the more urgent.

3 **Defendant's Products' Labeling Contains False and Misleading Representations**

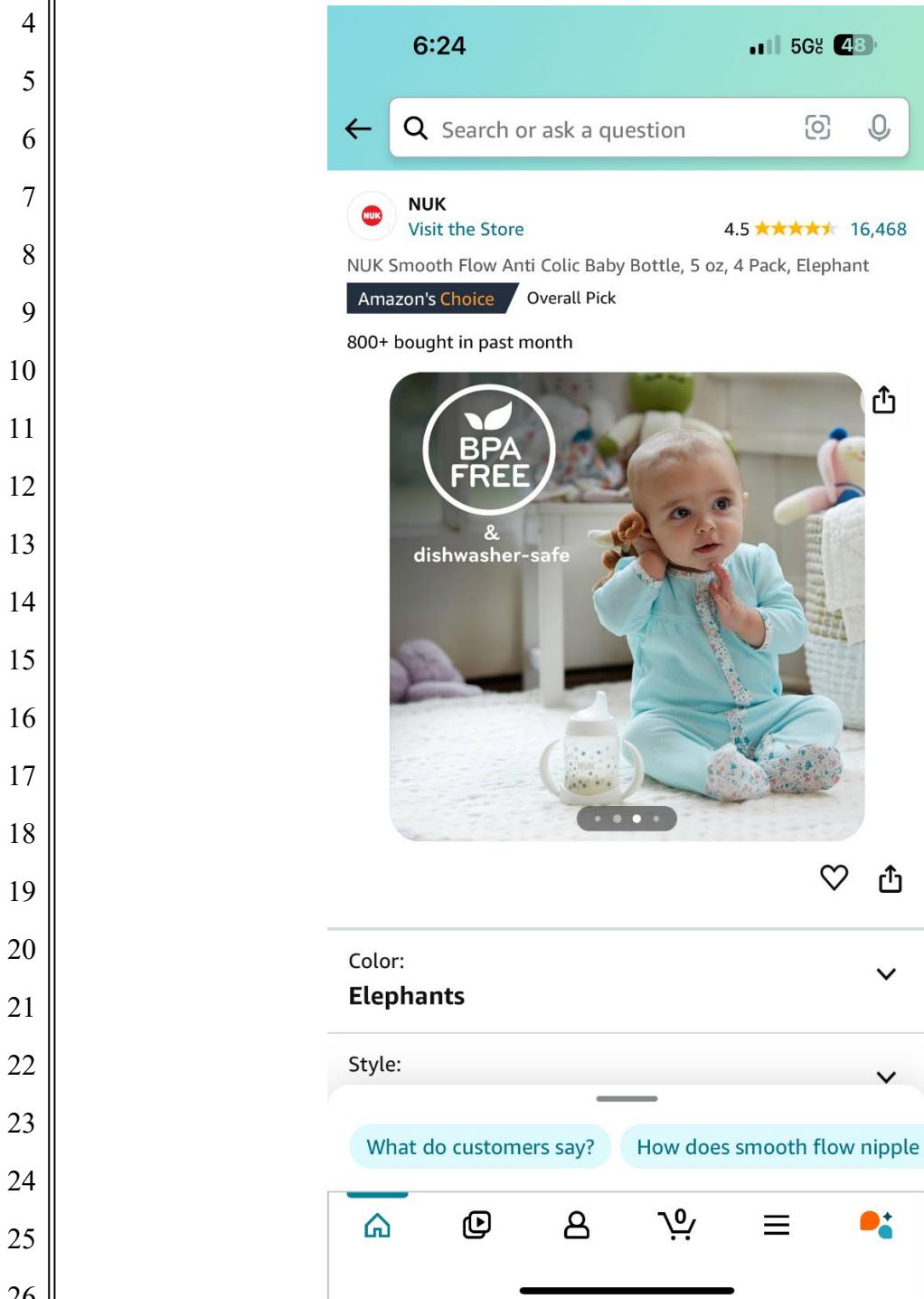
4 41. Defendant manufacturers, markets, sells, and distributes the Nuk branded Products,
5 which all contain "BPA Free" front-label representations that are substantially similar to the
6 representation depicted below:

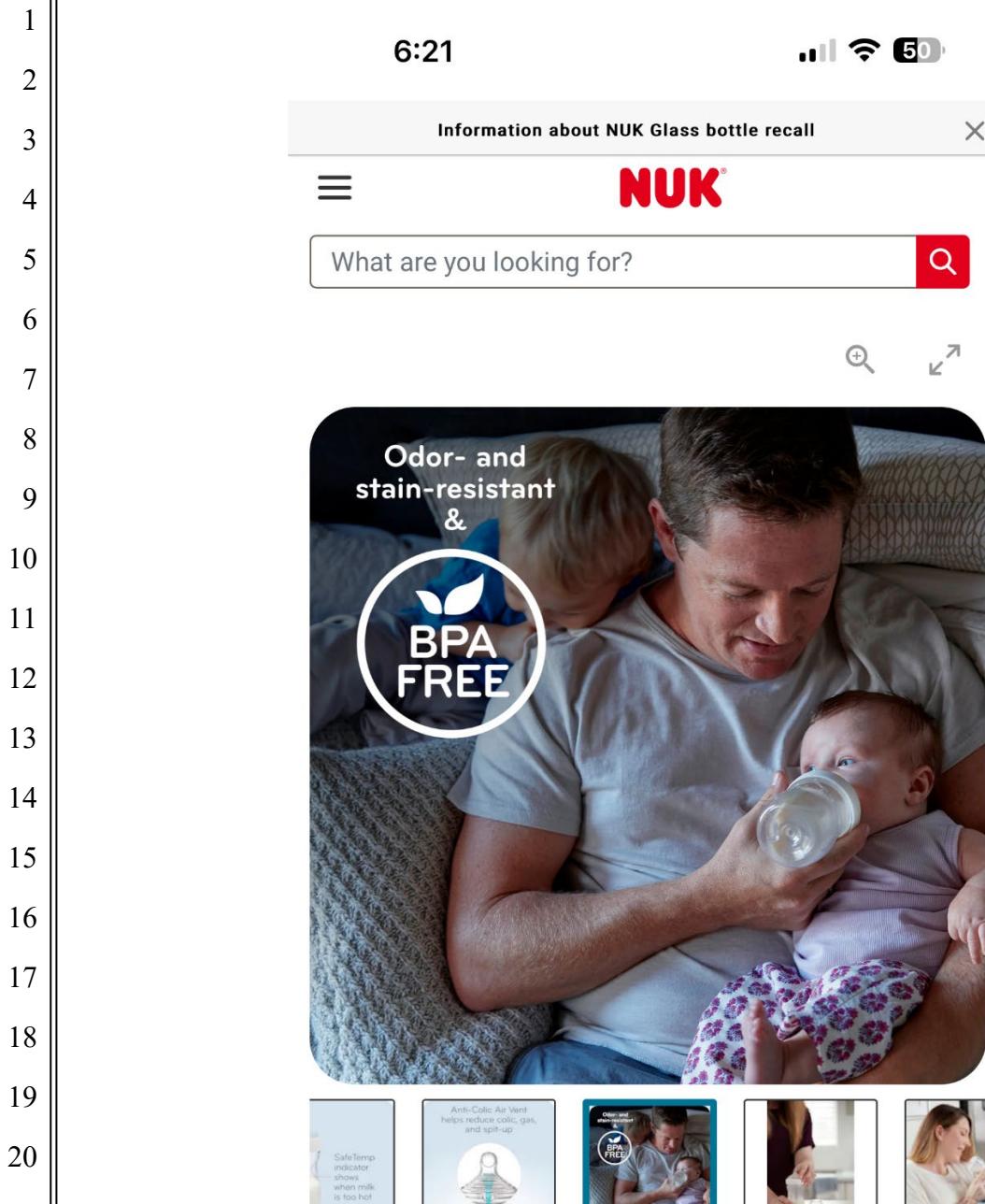
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1 42. Defendant's "BPA Free" Representations are also made consistently on
2 Defendant's website, <https://www.nuk-usa.com/>, and Defendant's Products' pages on various
3 retailers' websites. For example:





1 43. Defendant's Products are manufactured, distributed, and sold throughout the
2 United States, including in California. They are sold in-store at mass-market retailers and online
3 at places like Amazon.com. Defendant's "BPA Free" Representations appear on the front labeling
4 of the Products, Defendant's website, and retailers' websites.

5 44. The Representations are forward-facing to the consumer. Reasonable consumers
6 read and relied on the Representations, which are false and misleading because the Products
7 produce harmful microplastics when heated for everyday use.

8 45. Had Plaintiff and the Class members known that the Products contained harmful
9 microplastics or risked containing harmful microplastics when used normally, Plaintiff and the
10 Class members would not have purchased the Products or would have paid less for them.

11 **Defendant Also Makes Material Omissions That Mislead Reasonable Consumers
About the Products' Safety and Conceals the Presence of Harmful Microplastics**

13 46. Defendant materially omits that the Products pose the danger of leaching
14 microplastics, which causes detrimental long-term harm to children. Reasonable consumers expect
15 manufacturers to disclose dangers associated with their products. This is especially true for
16 manufacturers of baby products as these products are intended for society's most vulnerable
17 population, and therefore, consumers expect a heightened degree of safety for such products.

18 47. Defendant fails to live up to the reasonable consumer's expectations of the Product
19 because the Product leaches microplastics into the bottle's contents upon heating through ordinary
20 use, contaminating the food babies and infants consume. Defendant, therefore, misleads reasonable
21 consumers through its Representations and material omissions into believing the Products are safe
22 and do not pose any safety risks.

23 **Defendant Further Misleads Consumers About the Products' Safety**

24 48. Defendant fails to disclose the safety risks and represents that the Products are
25 "BPA Free" on the front labels of its Products. "BPA" stands for Bisphenol A. BPA is a chemical
26 used to manufacture polycarbonate plastics that leach into food and beverages. BPA causes
27 adverse health effects on the reproductive system, child development, metabolic disorders, obesity,
28 endocrine disorders, and the nervous system. BPA can also damage DNA, cause oxidative stress,

1 and promote certain breast cancers. Bottles made with BPA present a similar danger as bottles
2 made from polypropylene, as both bottles leach harmful substances when heated and cause adverse
3 health impacts to the human digestive, immune, and reproductive systems. Reasonable consumers
4 interpret “BPA Free” as meaning that the products do not pose the danger of harmful plastics. In
5 tandem with Defendant’s material omissions, reasonable consumers believe that the Products are
6 safe, i.e., do not pose the risks associated with harmful plastics.

7 **Plaintiff and Reasonable Consumers Were Misled by Material Omissions and**
Representations When Buying the Products

9 49. Defendant manufactures, markets, promotes, advertises, labels, packages, and sells
10 the Products materially omitting the danger and risk from the Products’ front-facing labels and
11 packaging.

12 50. Defendant conspicuously displays the “BPA Free” claim on the Products’ labeling
13 and packaging yet fails to tell consumers that the Products will leak dangerous microplastics
14 through ordinary use.

15 51. Defendant’s material omissions and Representations lead reasonable consumers,
16 like Plaintiff, into believing that the Products are safe—meaning, consumers are led to believe that
17 the Products are a safer choice for feeding babies and young children that do not pose a risk.

18 52. Defendant’s omissions are material to reasonable consumers, including Plaintiff, in
19 deciding to buy the Products because reasonable consumers value information relating to the
20 Products’ safety. This is especially true when it concerns using the Products in their intended and
21 ordinary way, which results in harmful plastics being consumed by babies—meaning that it is
22 important to consumers that the Products are safe and motivates them to buy them.

23 53. The Class, including Plaintiff, reasonably relied on Defendant’s omissions in
24 purchasing the Products.

25 54. Defendant’s omissions are deceptive because the Products leach microplastics into
26 milk and formula during ordinary use.

27 55. When purchasing the Products, the Class members, including Plaintiff, were
28 unaware and had no reason to believe that the omissions were misleading, deceptive, and unlawful.

1 The Products' labeling and packaging led consumers to believe that the Products were free from
2 harmful plastic exposure. The Products did not contain a clear, unambiguous, and conspicuously
3 displayed statement informing reasonable consumers that the Products posed the risk of containing
4 harmful microplastics.

5 **Defendant's Knowledge**

6 56. Defendant knew that the omissions were misleading, deceptive, and unlawful at the
7 time that Defendant manufactured, marketed, advertised, labeled, and sold the Products.

8 57. Defendant knew that the omissions would lead reasonable consumers into believing
9 that the Products would not expose their infants and young children to harmful microplastics. Not
10 only has Defendant utilized a long-standing brand strategy to identify the Products as safe, but
11 Defendant also has an obligation under section 5 of the Federal Trade Commission Act, codified
12 at 15 U.S.C. § 45, to evaluate its marketing claims from the perspective of the reasonable
13 consumer. That means Defendant was statutorily obligated to consider whether the omissions, in
14 isolation or conjunction with its marketing strategy, would mislead reasonable consumers into
15 believing that the Products are free from harmful microplastic exposure. Thus, Defendant knew
16 that the omissions were misleading before it marketed the Products to the Class, including Plaintiff.

17 58. Defendant knew of its omissions' materiality to consumers. First, manufacturers
18 and marketers, like Defendant, know safety is paramount for consumers of baby and infant
19 products. Here, the omission relates directly to the Products' safety. Second, Defendant's
20 awareness of the importance of the Products' safety, specifically safety related to harmful plastics,
21 is reflected by its "BPA Free" representation on the Products' front labels and packaging consistent
22 throughout all Product packaging and labeling. Third, it is common sense that information
23 concerning the risk of harmful microplastics and the Products' safety is material to consumers as
24 Defendant knows that the risk of health complications from using the Products would affect
25 whether consumers purchased them.

26 59. Even worse, as the manufacturer and marketer of the Products, Defendant had
27 exclusive control over the omissions and Representations on the Products' labels, packaging, and
28 advertisements. Defendant could have easily disclosed the risks or rectified consumers' misplaced

1 beliefs by informing them about the leaching of microplastics. However, despite Defendant's
2 knowledge of the falsity of the omissions and its awareness that consumers reasonably rely on
3 these representations and omissions when deciding to purchase the Products, Defendant
4 deliberately chose to market the Products with the misleading omissions. This decision led
5 consumers to buy or overpay for the Products, believing they possessed attributes that Defendant
6 falsely advertised. Therefore, at all relevant times, Defendant knew that the omissions would
7 mislead reasonable consumers, such as Plaintiff, into purchasing the Products to obtain the product
8 attributes that Defendant deceptively portrayed.

9 **Defendant Had a Duty to Disclose**

10 60. Defendant had an obligation, at all relevant times, to disclose the material
11 omissions—that the Products leach harmful microplastics into milk or formula during ordinary
12 use. This crucial information, which Defendant deliberately withheld from consumers, is material
13 to their purchasing decisions and has far-reaching consequences for the health and well-being of
14 infants and young children. Defendant knew that reasonable consumers would perceive the
15 Products and the absence of the material omissions to mean that the Products were free from
16 harmful plastics. It was also known that this attribute was a key factor influencing consumers'
17 choices, causing them to rely on the absence of material omission when deciding to purchase the
18 Products.

19 61. Consumers lack the meaningful ability to test or independently ascertain or verify
20 whether a product contains harmful microplastics, especially at the point of sale. Discovering this
21 information requires a scientific investigation and knowledge of chemistry beyond the average
22 consumer's.

23 62. Plaintiff and similarly situated consumers would not have purchased the Products
24 or would not have overpaid a price premium for them if they had known that the Products posed a
25 safety risk and, therefore, that the Products do not have the attributes claimed, promised,
26 advertised, and/or represented. Accordingly, based on Defendant's material omissions, reasonable
27 consumers, including Plaintiff, purchased the Products to their detriment.

28

Defendant's Knowledge, Representations, Omissions, and Concealment of Material Facts Deceived Plaintiff and Reasonable Consumers – This Conduct is False and Deceptive

3 63. To drive up sales in the competitive baby products market and expand its market
4 share, Defendant knowingly omits the material fact that the Products contain or risk containing
5 harmful microplastics when heated up and used normally.

6 64. Thus, reasonable consumers who are shopping for products free of BPA purchase
7 Defendant's Products based on the above Representations and material omissions made by
8 Defendant at the point of sale. But for Defendant's false and misleading labeling Representations,
9 these customers would not have purchased Defendant's Products or would not have paid as much
10 as they did.

11 65. Additionally, a large cross-section of customers, particularly those in the “clean
12 labeling” movements, will not consider purchasing products that contain or risk containing BPA.
13 These customers chose to purchase Defendant’s Products based on the false belief that they did
14 not have harmful microplastics and were safe to use as intended. But for Defendant’s false and
15 misleading labeling statements, these customers would not have purchased the Products or would
16 have paid less.

17 66. Defendant, a large, sophisticated nationwide company that manufactures,
18 distributes, and sells consumer products, including baby products, knew or should have known
19 that the products contained harmful microplastics.

20 67. Defendant sold, and continues to sell, the Products containing harmful
21 microplastics during the relevant class period despite Defendant's knowledge of the presence of
22 harmful microplastics when the Products are heated during normal use.

23 68. Defendant has engaged in deceptive, untrue, and misleading advertising by making
24 the labeling Representations discussed above. Defendant's conduct is also deceptive because
25 Defendant omits the material fact that the Products contain harmful microplastics. Defendant's
26 conduct is also unfair for all of the reasons discussed above.

27 69. Plaintiff would not have purchased the Products or paid as much for them had they
28 been truthfully and accurately labeled.

1 70. Had Defendant adequately tested the Products, it would have been discovered that
2 the Products contained harmful or risked harmful microplastics when heated during normal use,
3 making the Products containing the false Representations illegal to distribute, market, and sell.

4 71. Defendant's concealment was material and intentional because people are
5 concerned with what is in the products they and their children use to put in their mouths.
6 Consumers such as Plaintiff and the Class members make purchasing decisions based on the
7 Representations made on the Products' labeling.

8 72. Defendant knows that if it had not made the material omissions and
9 Representations, then Plaintiff and the Class members would not have purchased the Products or
10 would not have paid as much as they did.

11 **Injuries to Plaintiff and the Class Members and the Public at Large**

12 73. When Plaintiff purchased Defendant's Products, Plaintiff did not know and had no
13 reason to know that Defendant's Products contained harmful microplastics.

14 74. Indeed, consumers cannot test or independently ascertain or verify whether a
15 product contains harmful microplastics, especially when heated, at the point of sale. Therefore,
16 they must trust and rely on Defendant to truthfully and honestly report what the Products contain
17 on their packaging and labeling.

18 75. Further, given Defendant's position as a nationwide leader in the consumer
19 products and baby products industry, Plaintiff and all reasonable consumers trusted and relied on
20 Defendant's Representations and omissions regarding the Products.

21 76. However, when consumers look at the Products' packaging, there is no mention of
22 microplastics. On the contrary, the Products say they are "BPA Free."

23 77. No reasonable consumer, including Plaintiff, would have paid as much for
24 Defendant's Products containing the Representations had they known those Products contained
25 any amount of harmful or potentially harmful microplastics, let alone at the limits found in
26 Defendant's Products – making such omitted facts material to them.

27 78. Defendant's false, misleading, and deceptive Representations and omissions made
28 on the labeling of the Products are likely to continue to deceive and mislead reasonable consumers

1 and the public, as they have already deceived and misled Plaintiff and the Class members.

2 79. Plaintiff and the Class members seek statutory and punitive damages, equitable
3 relief, attorneys' fees and costs, and any further relief this Court deems just and proper.

4 **Consumer Survey Results Highlight Defendant's Misleading Representations**

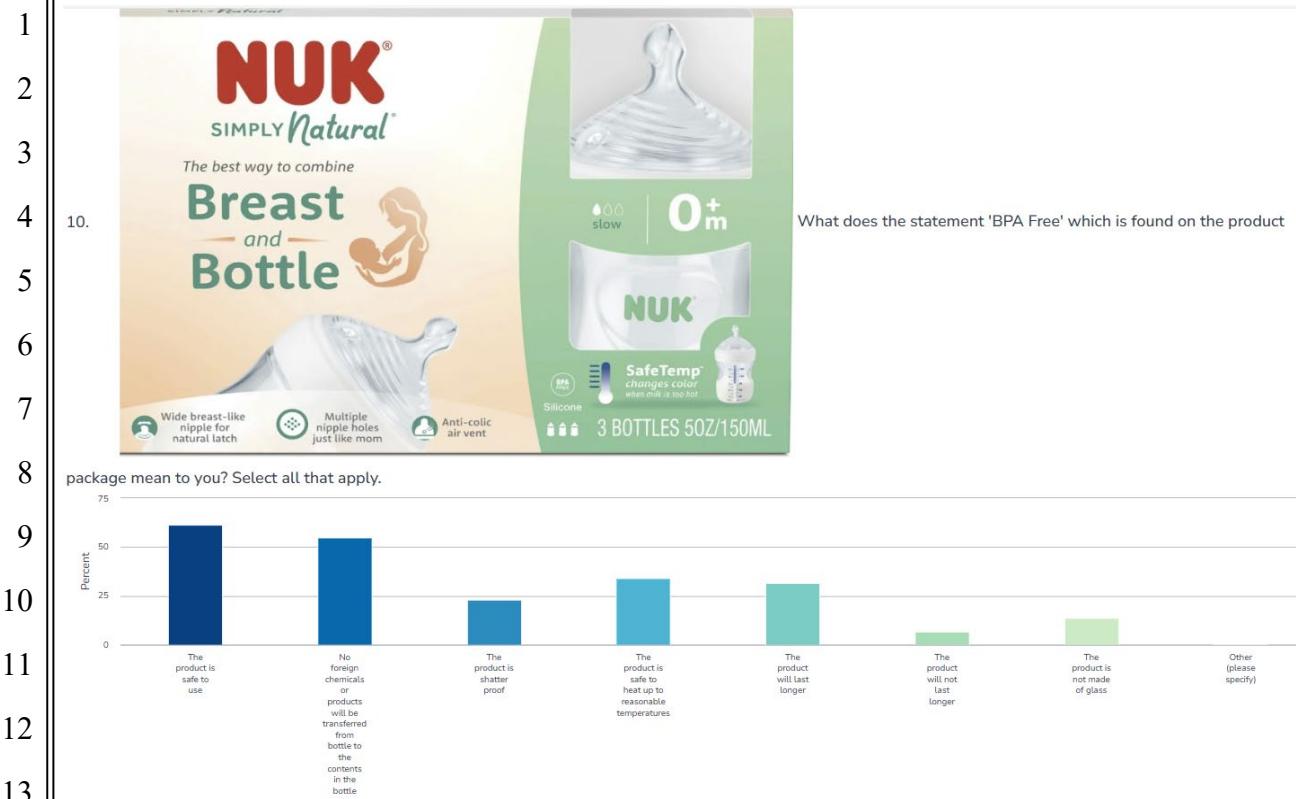
5 80. To assess consumer perceptions and expectations regarding baby bottles and their
6 labeling, including "BPA Free" representations, a survey was conducted with 401 participants
7 from different States, all of whom were parents of young children.

8 3. Are you a parent?



16 81. 61.6% of respondents indicated that they associate the "BPA Free" label with the
17 product being safe to use, and 55.1% believe it means no foreign chemicals or harmful substances
18 will transfer from the bottle to its contents.





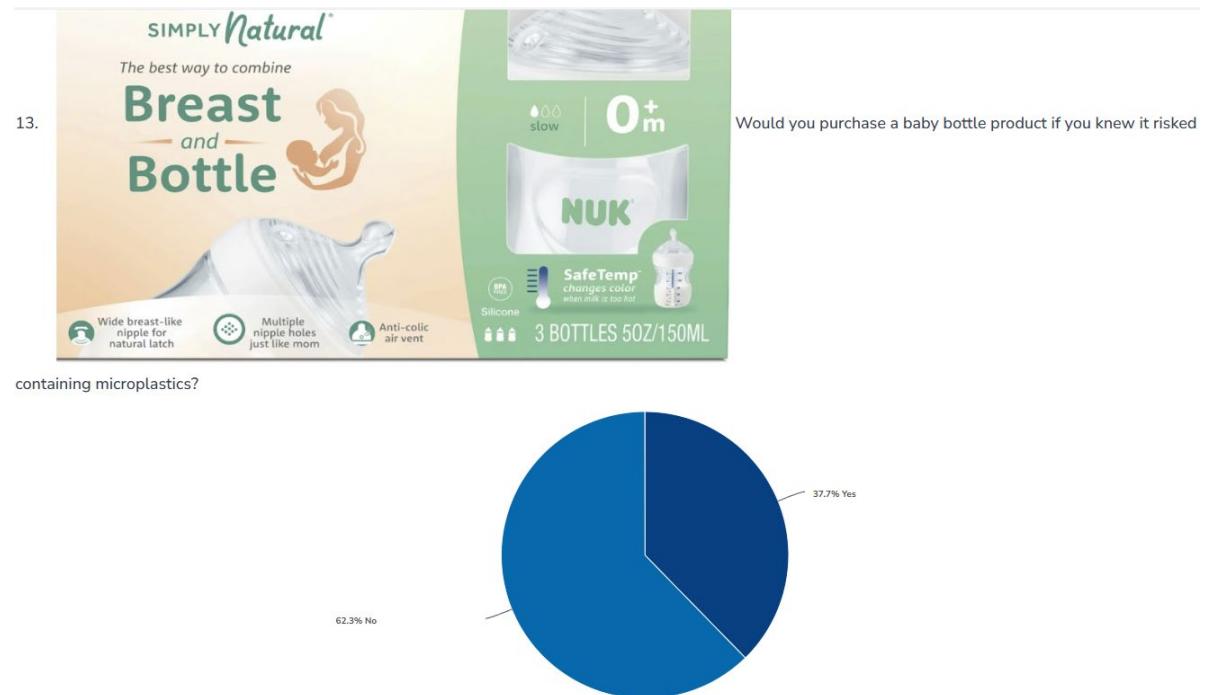
14. 82. 17.9% of respondents are willing to pay more for the trusted "Nuk" brand name, and 21.8% prioritize the important "BPA Free" label, reflecting a clear demand for quality and safety.



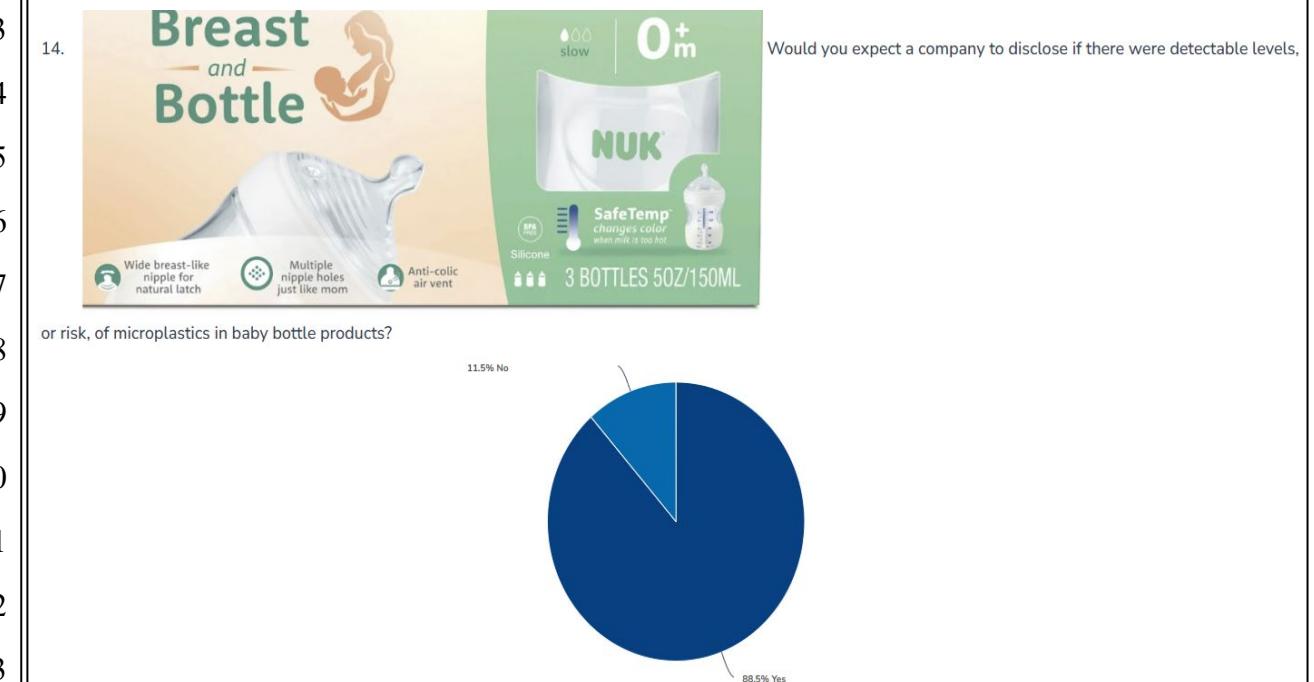
1 83. When asked about the importance of knowing whether a baby bottle contained or
2 risked containing microplastics, 53.9% said it was “very important,” while an additional 41.4%
3 said it was “important.”



84. 62.3% stated they would not purchase a baby bottle product if they knew it risked
containing microplastics.



1 85. An overwhelming 88.5% of respondents believed that companies should disclose
2 the presence or risk of microplastics in their baby bottle products.



14 86. These results highlight that Defendant's Representations and omissions regarding
15 microplastics are false and misleading. Consumers reasonably rely on the "BPA Free" labeling
16 and expect such products to be safe to use and free from harmful substances, including
17 microplastics.

18 87. The survey further demonstrates that the omission of microplastic risks from the
19 labeling and marketing of the Products deprives consumers of vital and crucial information
20 necessary for making informed purchasing decisions. Defendant's failure to disclose these risks
21 undermines consumer trust and causes economic harm by misleading consumers into purchasing
22 Products they would not otherwise buy or for which they would pay less.

23 **CLASS ALLEGATIONS**

24 88. Plaintiff brings this class action pursuant to California Code of Civil Procedure
25 section 382 and California Civil Code section 1781. Plaintiff seeks to represent a nationwide class
26 defined as follows:

27 ***The Nationwide Class.*** All persons who purchased the Products in the United States
28 for personal or household use during the fullest period provided by law.

1 Plaintiff also seeks to represent a subclass defined as follows:

2 ***The California Subclass.*** All persons who purchased the Products in California for
3 personal or household use during the fullest period provided by law.

4 Together, the Nationwide Class and the California Subclass are the “Class.”

5 89. Excluded from the Nationwide Class and the California Subclass are: (1) any Judge
6 presiding over this action and any members of their families; (2) Defendant, Defendant’s
7 subsidiaries, parents, successors, and predecessors, and any entities in which Defendant or its
8 parents have a controlling interest, and their current or former employees, officers, and directors;
9 (3) individuals who allege personal bodily injury resulting from the use of the Products; and
10 (4) resellers of the Products.

11 90. Plaintiff reserves the right to modify, change, or expand the Class definition as she
12 deems necessary at any time to the full extent that applicable law allows.

13 91. Certification of Plaintiff’s claims for class-wide treatment is appropriate because
14 Plaintiff can prove the elements of her claims on a class-wide basis using the same evidence as
15 individual Class members would use to prove those elements in individual actions alleging the
16 same claims.

17 92. **Ascertainability:** The ascertainability requirement is met because the Class is
18 defined in terms of objective characteristics and common transactional facts that make the ultimate
19 identification of Class members possible when that identification becomes necessary. The Class
20 definition is sufficient to allow a member of the Class to identify himself or herself as having a
21 right to recover based on the Class description.

22 93. **Numerosity:** The size of the Class is so large that joinder of all Class members is
23 impracticable. Due to the nature of Defendant’s business, Plaintiff believes there are thousands of
24 Class members geographically dispersed throughout California and the United States.

25 94. **Well-Defined Community of Interest:** As further alleged below, there is a well-
26 defined community of interest with respect to the Class, since there are (1) predominant common
27 questions of law or fact; (2) a Class representative with claims or defenses typical of the Class;
28 and (3) a Class representative who can adequately represent the Class.

1 95. Existence and Predominance of Common Questions of Law and Fact: There are
2 questions of law and fact common to the Class. These questions predominate over any questions
3 affecting only individual Class members.

4 96. All Class members were exposed to Defendant's deceptive and misleading "BPA
5 Free" Representations and material omissions.

6 97. Additional common legal and factual questions include but are not limited to:

- 7 i. whether the Products contain microplastics;
- 8 ii. whether a reasonable consumer would consider the presence of harmful
9 microplastics in the Products (and omission of the disclosure thereof from
10 Defendant's statements on the Product labeling) to be material;
- 11 iii. whether Defendant knew or should have known the Products contain
12 harmful microplastics;
- 13 iv. whether Defendant's representations and/or omissions are false or
14 misleading;
- 15 v. whether Defendant failed to disclose that the Products contain harmful
16 microplastics;
- 17 vi. whether Defendant concealed that the Products contain microplastics;
- 18 vii. whether Defendant engaged in unfair or deceptive trade practices;
- 19 viii. whether Defendant was unjustly enriched by its conduct at issue;
- 20 ix. whether Defendant violated the state consumer protection statutes alleged
21 below;
- 22 x. whether Plaintiff and the Class members are entitled to actual or other forms
23 of damages and other monetary relief; and
- 24 xi. whether Plaintiff and the Class members are entitled to equitable relief,
25 including but not limited to injunctive relief and equitable restitution.

26 98. Defendant engaged in a common course of conduct in contravention of the laws
27 Plaintiff seeks to enforce individually and on behalf of the other Class members. Similar or
28 identical statutory and common law violations, business practices, and injuries are involved.
29 Individual questions, if any, pale by comparison in both quality and quantity to the numerous
30 common questions that dominate this action. Moreover, the common questions will yield common
31 answers.

32 99. Typicality: Plaintiff's claims are typical of the Class because Defendant injured all

1 Class members through the uniform misconduct described herein; all Class members were subject
2 to Defendant's false, misleading, and unfair advertising and marketing practices and
3 representations, including the false and misleading "BPA Free" Representations and material
4 omissions; and Plaintiff seeks the same relief as the Class members.

5 100. There are no defenses available to Defendant that are unique to Plaintiff.

6 101. Adequacy of Representation: Plaintiff is a fair and adequate representative of the
7 Class because Plaintiff's interests do not conflict with those of the Class members. Plaintiff will
8 prosecute this action vigorously and is highly motivated to seek redress against Defendant. Further,
9 Plaintiff has selected competent counsel who are experienced in class action and other complex
10 litigation. Plaintiff and her counsel are committed to prosecuting this action vigorously on behalf
11 of the Class and have the resources to do so.

12 102. Superiority: The class action mechanism is superior to other available means for
13 the fair and efficient adjudication of this controversy for reasons including but not limited to the
14 following:

15 i. The damages individual Class members suffered are small compared to the
16 burden and expense of individual prosecution of the complex and extensive
17 litigation needed to address Defendant's conduct.
18
19 ii. It would be virtually impossible for the individual Class members to redress
20 the wrongs done to them effectively. Even if the Class members could
21 afford such individual litigation, the court system could not. Individualized
22 litigation would unnecessarily increase the delay and expense to all parties
23 and to the court system and presents a potential for inconsistent or
24 contradictory rulings and judgments. By contrast, the class action device
25 presents far fewer management difficulties, allows the hearing of claims
26 which might otherwise go unaddressed because of the relative expense of
27 bringing individual lawsuits, and provides the benefits of single
adjudication, economies of scale, and comprehensive supervision by a
single court.
28
29 iii. The prosecution of separate actions by the individual members of the Class
30 would create a risk of inconsistent or varying adjudications with respect to
31 individual Class members, which would establish incompatible standards
32 of conduct for Defendant.
33
34 iv. The prosecution of separate actions by individual Class members would
35 create a risk of adjudications with respect to them that would, as a practical
36 matter, be dispositive of the interests of other Class members not parties to
37 the adjudications or that would substantively impair or impede their ability
38 to protect their interests.
39

1 103. Injunctive and Declaratory Relief: Defendant has acted on grounds applicable to
2 the Classes as a whole so that final injunctive and declaratory relief concerning the Class as a
3 whole are appropriate.

4 104. Notice: Plaintiff and her counsel anticipate that notice to the proposed Class will be
5 effectuated through recognized, Court-approved notice dissemination methods, which may include
6 United States mail, electronic mail, Internet postings, and/or published notice.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Unjust Enrichment under Georgia Law

By Plaintiff on Behalf of the Nationwide Class and/or the California Subclass

11 105. Plaintiff repeats and realleges each and every allegation contained in the preceding
12 paragraphs as if fully set forth herein.

13 106. Plaintiff brings this cause of action for unjust enrichment under Georgia law on
14 behalf of the Nationwide Class and/or the California Subclass.

15 107. Defendant's conduct violated, *inter alia*, state and federal law by manufacturing,
16 advertising, labeling, marketing, distributing, and selling the Products while misrepresenting and
17 omitting material facts, including by making the labeling Representations alleged herein.

18 108. Defendant's unlawful conduct allowed Defendant to knowingly realize substantial
19 revenues from selling the Products at the expense of, and to the detriment or impoverishment of,
20 Plaintiff and the Class members and to Defendant's benefit and enrichment. Defendant has
21 violated fundamental principles of justice, equity, and good conscience.

22 109. Plaintiff and the Class members conferred significant financial benefits and paid
23 substantial compensation to Defendant for the Products, which were not as Defendant represented
24 them to be.

25 110. Defendant knowingly received and enjoyed the benefits conferred by Plaintiff and
26 the Class members.

27 111. It is inequitable for Defendant to retain the benefits conferred by Plaintiff and the
28 Class members' overpayments.

1 112. Plaintiff and the Class members seek to establish a constructive trust from which
2 Plaintiff and the Class members may seek restitution.

SECOND CAUSE OF ACTION

Violation of California's Unfair Competition Law, CAL. BUS. & PROF. CODE § 17200 *et seq.*

By Plaintiff on Behalf of the California Subclass

6 113. Plaintiff repeats and realleges each and every allegation contained in the preceding
7 paragraphs as if fully set forth herein.

8 114. Plaintiff brings this cause of action for violation of California's Unfair Competition
9 Law, CAL. BUS. & PROF. CODE § 17200 *et seq.* ("UCL"), on behalf of the California Subclass.

10 115. The UCL prohibits unfair competition and provides, in pertinent part, that “unfair
11 competition shall mean and include unlawful, unfair or fraudulent business practices and unfair,
12 deceptive, untrue or misleading advertising.” CAL. BUS. & PROF. CODE § 17200.

13 116. Defendant's conduct, as alleged herein, constitutes unfair, unlawful, and fraudulent
14 business practices pursuant to the UCL.

15 117. All of the conduct alleged herein occurred and continues to occur in Defendant's
16 business. Defendant's wrongful conduct is part of a pattern, practice, and/or generalized course of
17 conduct, which will continue daily until Defendant voluntarily alters its conduct or is otherwise
18 ordered to do so.

19 118. Defendant had reasonably available alternatives to further its legitimate business
20 interests, other than the conduct described herein. Defendant could have refrained from labeling
21 the Products with the Representations and material omissions. Defendant failed to avail itself of
22 reasonably available, lawful alternatives to further its legitimate business interests.

23 119. “*Fraudulent*” Prong: Conduct is fraudulent under the UCL if it is likely to deceive
24 members of the public. *Bank of the West v. Superior Court*, 2 Cal. 4th 1254, 1267 (1992).

25 120. Defendant, in its advertising and packaging of the Products, made misleading
26 Representations and fraudulent material omissions regarding the quality and characteristics of the
27 Products, even though the Products are not safe because they leach microplastics when used as
28 intended. Such Representations and omissions appear on the label and packaging of the Products.

1 which are sold at retail stores and point-of-purchase displays, as well as Defendant's official
2 website and other retailers' advertisements that have adopted Defendant's advertisements.

3 121. Defendant has no reasonable basis for the Representations and omissions about the
4 Products made in Defendant's advertising and on Defendant's packaging or labeling because the
5 Products are unsafe for infants and young children. Defendant knew and knows that the Products
6 are not free from plastic exposure because they leach microplastics into the milk or formula during
7 ordinary use. However, Defendant intentionally advertised and marketed the Products to deceive
8 reasonable consumers into believing that the Products are safe.

9 122. Defendant's labeling and advertising of the Products led to, and continue to lead to,
10 reasonable consumers, including Plaintiff, believing that the Products are a safe feeding solution
11 for their children.

12 123. Defendant used the Representations and material omissions with the intent to sell
13 the Products to consumers, including Plaintiff and the California Subclass. The Representations
14 and material omissions are deceptive, and Defendant knew, or should have known, of their
15 deception. The Representations and omissions are likely to mislead consumers into purchasing the
16 Products because they are material to the average, ordinary, and reasonable consumer.

17 124. Plaintiff and the California Subclass reasonably and detrimentally relied on the
18 Representations and the material omissions in purchasing the Products.

19 125. Plaintiff and the California Subclass paid for Products that were safe from plastic
20 exposure, when, in fact, the Products leach harmful microplastics into the milk or formula. Plaintiff
21 and the California Subclass would not have purchased the Products if they had known the truth.

22 126. Plaintiff and the California Subclass have suffered injury in fact and have lost
23 money or property as a result of and in reliance upon the Representations and material omissions—
24 namely, Plaintiff and the California Subclass lost the purchase price for the Products they bought
25 from Defendant, or alternatively the price premium they paid on account of the Representations
26 and omissions.

27 127. Defendant's use of various forms of advertising media to advertise, call attention
28 to, or give publicity to the sale of goods or merchandise that are not as represented in any manner

1 constitutes unfair competition, unfair, deceptive, untrue or misleading advertising, and an unlawful
2 business practice within the meaning of California Business and Professions Code sections 17200
3 and 17531, which advertisements have deceived and are likely to deceive the consuming public,
4 in violation of California Business and Professions Code section 17200.

5 128. Pursuant to California Business and Professions Code sections 17203 and 17535,
6 Plaintiff and the members of the California Subclass seek an order of this Court enjoining
7 Defendant from continuing to engage, use, or employ its practice of labeling and advertising the
8 sale and use of the Products. Likewise, Plaintiff and the members of the California Subclass seek
9 an order requiring Defendant to disclose such misrepresentations and to preclude Defendant's
10 failure to disclose the existence and significance of said misrepresentations.

11 129. As a direct and proximate result of Defendant's misconduct in violation of the UCL,
12 Plaintiff and the members of the California Subclass were harmed in the amount of the purchase
13 price they paid for the Products, or alternatively in the amount of the price premium they paid on
14 account of the Representations and material omissions at issue.

15 130. Accordingly, Plaintiff seeks a monetary award for violation of the UCL in damages,
16 restitution, and/or disgorgement of ill-gotten gains to compensate Plaintiff and the California
17 Subclass for said monies, as well as injunctive relief to enjoin Defendant's misconduct to prevent
18 ongoing and future harm that will result.

19 131. “*Unfair*” Prong: Under the UCL, a challenged activity is “unfair” when “any injury
20 it causes outweighs any benefits provided to consumers and the injury is one that the consumers
21 themselves could not reasonably avoid.” *Camacho v. Auto Club of Southern California*, 142 Cal.
22 App. 4th 1394, 1403 (2006).

23 132. Defendant's action of mislabeling the Products with the deceptive Representations
24 and material omissions does not confer any benefit to consumers; rather, doing so causes injuries
25 to consumers, who do not receive products commensurate with their reasonable expectations,
26 overpay for the Products, receive Products of lesser standards than what they reasonably expected
27 to receive, and are exposed to increased health risks. Consumers cannot avoid any injuries caused
28 by Defendant's deceptive labeling and advertising of the Products. Accordingly, the injuries

1 caused by Defendant's deceptive labeling and advertising outweigh any benefits.

2 133. Some courts conduct a balancing test to decide if a challenged activity amounts to
3 unfair conduct under California Business and Professions Code section 17200. They "weigh the
4 utility of the defendant's conduct against the gravity of the harm to the alleged victim." *Davis v.*
5 *HSBC Bank Nevada, N.A.*, 691 F.3d 1152, 1169 (9th Cir. 2012).

6 134. Here, Defendant's conduct of labeling the Products with the Representations and
7 material omissions when the Products leach microplastics into milk or formula during ordinary
8 use has no utility and financially harms purchasers. Thus, the utility of Defendant's conduct is
9 vastly outweighed by the gravity of the harm.

10 135. Some courts require that "unfairness must be tethered to some legislative declared
11 policy or proof of some actual or threatened impact on competition." *Lozano v. AT&T Wireless*
12 *Servs. Inc.*, 504 F. 3d 718, 735 (9th Cir. 2007).

13 136. Defendant's labeling and advertising of the Products, as alleged herein, is
14 deceptive, misleading, and unreasonable, and constitutes unfair conduct. Defendant knew or
15 should have known of its unfair conduct. Defendant's deceptive Representations and material
16 omissions constitute an unfair business practice within the meaning of California Business and
17 Professions Code section 17200.

18 137. Pursuant to California Business and Professions Code section 17203, Plaintiff and
19 the California Subclass seek an order of this Court enjoining Defendant from continuing to engage,
20 use, or employ its practices of labeling the Products with the Representations and material
21 omissions.

22 138. Plaintiff and the California Subclass have suffered injury in fact, have lost money
23 and were exposed to increased health risks as a result of Defendant's unfair conduct. Plaintiff and
24 the California Subclass paid an unwarranted premium for the Products on account of Defendant's
25 unfair practices.

26 139. Specifically, Plaintiff and the California Subclass paid for Products that are free
27 from harmful plastic exposure. Plaintiff and the California Subclass would not have purchased the
28 Products, or would have paid substantially less for the Products, if they had known that the

1 Products' advertising and labeling were unfair.

2 140. Accordingly, Plaintiff seeks damages, restitution and/or disgorgement of ill-gotten
3 gains pursuant to the UCL.

4 141. "*Unlawful*" *Prong*: The UCL identifies violations of other laws as "unlawful
5 practices that the unfair competition law makes independently actionable." *Velazquez v. GMAC*
6 *Mortg. Corp.*, 605 F. Supp. 2d 1049, 1068 (C.D. Cal. 2008).

7 142. Defendant's packaging, labeling, and advertising of the Products, as alleged herein,
8 are deceptive, misleading, and unreasonable, and constitute unlawful conduct. Defendant has
9 violated at least the following laws:

10 i. Defendant's labeling of the Products, as alleged herein, violates California's
11 Consumers Legal Remedies Act and California's False Advertising Law, as
12 set forth below in the sections regarding those causes of action.

13 ii. Additionally, Defendant's use of the deceptive Representations and
14 material omissions to sell the Products violates California Civil Code
15 sections 1572 (actual fraud), 1573 (constructive fraud), 1709-1710
16 (fraudulent deceit), and 1711 (deceit upon the public).

17 143. Defendant knew or should have known of its unlawful conduct.

18 144. Pursuant to Business and Professions Code Section 17203, Plaintiff and the
19 California Subclass seek an order of this Court enjoining Defendant from continuing to engage,
20 use, or employ its practice of deceptive advertising of the Products.

21 145. Plaintiff and the California Subclass have suffered injury in fact and have lost
22 money as a result of Defendant's unlawful conduct. Plaintiff and the California Subclass paid an
23 unwarranted premium for the Products on account of Defendant's unlawful practices. Plaintiff and
24 the California Subclass would not have purchased the Products, or would have paid less for the
25 Products, if they had known of Defendant's unlawful conduct.

26 146. Accordingly, Plaintiff seeks damages, restitution and/or disgorgement of ill-gotten
27 gains pursuant to the UCL.

1 **THIRD CAUSE OF ACTION**

2 **Violation of California's False Advertising Law, CAL. BUS. & PROF. CODE § 17500 *et seq.***

3 **By Plaintiff on Behalf of the California Subclass**

4 147. Plaintiff repeats and realleges each and every allegation contained in the preceding
5 paragraphs as if fully set forth herein.

6 148. Plaintiff brings this cause of action for violation of California's False Advertising
7 Law, CAL. BUS. & PROF. CODE § 17500 *et seq.* ("FAL"), on behalf of the California Subclass.

8 149. The FAL prohibits "unfair, deceptive, untrue or misleading advertising."

9 150. Defendant violated section 17500 when it advertised and marketed the Products
10 through the unfair, deceptive, and misleading Representations and omissions disseminated to the
11 public through the Products' labeling, packaging, and advertising. The Representations and
12 material omissions were deceptive because the Products do not conform to them. The
13 Representations and material omissions were material because they are likely to and did mislead
14 reasonable consumers into purchasing the Products.

15 151. In making and disseminating the Representations and material omissions alleged
16 herein, Defendant knew or should have known that the Representations and material omissions
17 were untrue or misleading, and acted in violation of section 17500.

18 152. Defendant's Representations and material omissions were specifically designed to
19 induce reasonable consumers, like Plaintiff and the California Subclass, to purchase the Products.

20 153. As a direct and proximate result of Defendant's misconduct in violation of the FAL,
21 Plaintiff and the members of the California Subclass were harmed in the amount of the purchase
22 price they paid for the Products, or alternatively in the amount of the price premium they paid on
23 account of the deceptive Representations and omissions at issue.

24 154. Accordingly, Plaintiff seeks a monetary award for violation of the FAL in damages,
25 restitution, and/or disgorgement of ill-gotten gains to compensate Plaintiff and the California
26 Subclass for said monies.

1 **FOURTH CAUSE OF ACTION**

2 **Violation of California's Consumers Legal Remedies Act, CAL. CIV. CODE § 1750 *et seq.***

3 **By Plaintiff on Behalf of the California Subclass**

4 155. Plaintiff repeats and realleges each and every allegation contained in the preceding
5 paragraphs as if fully set forth herein.

6 156. Plaintiff brings this cause of action for violation of California's Consumers Legal
7 Remedies Act, Cal. Civ. Code § 1750 *et seq.* ("CLRA"), on behalf of the California Subclass.

8 157. The CLRA provides that "unfair methods of competition and unfair or deceptive
9 acts or practices undertaken by any person in a transaction intended to result or which results in
10 the sale or lease of goods or services to any consumer are unlawful."

11 158. The Products are "goods," as defined by the CLRA in California Civil Code section
12 1761(a).

13 159. Defendant is a "person," as defined by the CLRA in California Civil Code section
14 1761(c).

15 160. Plaintiff and the members of the California Subclass are "consumers," as defined
16 by the CLRA in California Civil Code section 1761(d).

17 161. The purchase of the Products by Plaintiff and the members of the California
18 Subclass are "transactions" as defined by the CLRA under California Civil Code section 1761(e).

19 162. Defendant violated the following sections of the CLRA by selling the Products to
20 Plaintiff and the California Subclass through the misleading, deceptive, and fraudulent material
21 omissions:

22 i. section 1770(a)(5), by representing that the Products have
23 "characteristics, . . . uses [or] benefits . . . which [they] do not have";
24 ii. section 1770(a)(7), by representing that the Products "are of a particular
25 standard, quality, or grade . . . [when] they are of another"; and
26 iii. section 1770(a)(9), by advertising the Products "with intent not to sell them
27 as advertised."

28 163. Defendant's uniform and material Representations and omissions regarding the

1 safety risks and danger of the Products were likely to deceive reasonable consumers, and
2 Defendant knew or should have known that its omissions and misrepresentations were misleading.

3 164. Defendant's conduct is malicious, fraudulent, and wanton in that Defendant
4 intentionally misled and withheld material information from consumers, including Plaintiff and
5 the California Subclass, to increase the sale of the Products.

6 165. Plaintiff and the members of the California Subclass could not have reasonably
7 avoided such injury. Plaintiff and the members of the California Subclass were misled and unaware
8 of the existence of facts that Defendant suppressed and failed to disclose, and Plaintiff and the
9 members of the California Subclass would not have purchased the Products and/or would have
10 purchased them on different terms (including at a lower price) had they known the truth.

11 166. Plaintiff and the California Subclass suffered harm as a result of Defendant's
12 violations of the CLRA because they relied on Defendant's Representations and material
13 omissions when deciding to purchase the Products. The Representations and omissions were
14 material because a reasonable consumer would consider them important in deciding whether to
15 purchase the Products.

16 167. Pursuant to California Civil Code section 1782, on July 15, 2024, Plaintiff's counsel
17 delivered via U.S. Certified Mail a letter to Defendant, tracking number 9214 8901 6089 5006
18 2201 46, notifying it of the alleged violations of the CLRA set forth herein and demanding that
19 Defendant rectify the problems associated with the actions detailed above and give notice to all
20 affected consumers of their intent to so act.

21 168. Defendant filed to rectify or agree to rectify the problems associated with the
22 actions detailed herein and give notice to all affected consumers within 30 days of the date of
23 written notice pursuant to section 1782 of the CLRA. Accordingly, Plaintiff seeks, on behalf of
24 the California Subclass, actual, punitive, and statutory damages, as appropriate. Plaintiff also seek,
25 on behalf of the California Subclass, restitution, disgorgement, and attorneys' fees and costs.

26 169. Plaintiff has no adequate remedy at law. Without equitable relief, Defendant's
27 unfair and deceptive practices will continue to harm Plaintiff and the California Subclass.
28 Accordingly, Plaintiff seeks an injunction to enjoin Defendant from continuing to employ the

1 unlawful methods, acts, and practices alleged herein pursuant to section 1780(a)(2), and otherwise
2 require Defendant to take corrective action necessary to dispel the public misperception
3 engendered, fostered, and facilitated through Defendant's deceptive labeling of the Products with
4 the Representations and material omissions.

5 170. Pursuant to California Civil Code section 1780(d), attached as **Exhibit 1** hereto is
6 an affidavit showing that this action was commenced in a proper forum.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for an
9 order:

10 A. certifying the proposed Class under section 382 of the California Code of Civil
11 Procedure and section 1781 of the California Civil Code, as set forth above;

12 B. declaring Defendant financially responsible for notifying the Class members of the
13 pendency of this suit;

14 C. declaring that Defendant has committed the violations of law alleged herein;

15 D. enjoining Defendant from continuing the unlawful practices set forth above;

16 E. requiring Defendant to disgorge and make restitution of all monies Defendant
17 acquired by means of the unlawful practices set forth above;

18 F. awarding monetary damages according to proof and in accordance with applicable
19 law, including any compensatory, incidental, or consequential damages;

20 G. awarding punitive damages according to proof and in an amount consistent with
21 applicable precedent;

22 H. awarding reasonable attorneys' fees and costs of suit;

23 I. awarding pre- and post-judgment interest to the extent the law allows; and

24 J. providing for such other relief as the Court deems just and proper.

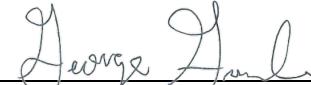
25 **DEMAND FOR JURY TRIAL**

26 Plaintiff hereby demands trial by jury on all claims so triable.

1 Date: December 18, 2024

Respectfully submitted,

2 **REESE LLP**

3
4 By: 
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24 *Counsel for Plaintiff Tinamarie Barrales*
25 *and the Proposed Class*

26
27
28

EXHIBIT 1

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12 *Counsel for Plaintiff Tinamarie Barrales
and the Proposed Class*

13

14 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES**

16 TINAMARIE BARRALES, *individually and*
17 *on behalf of all others similarly situated,*

18 Plaintiff,

19 v.

20 NEWELL BRANDS INC., *a Delaware*
21 *corporation,*

22 Defendant.

23 Case No. _____

24 **AFFIDAVIT OF GEORGE V. GRANADE**
25 **PURSUANT TO CALIFORNIA CIVIL**
26 **CODE SECTION 1780(d)**

27 **JURY TRIAL DEMANDED**

28

1 Pursuant to California Code of Civil Procedure 2015.5, I, George V. Granade, declare as
2 follows:

3 1. I am licensed to practice law in the States of California, New York, and Georgia. I
4 am an attorney at the law firm of Reese LLP, one of the counsel of record for plaintiff and the
5 proposed class in the above-captioned action.

6 2. Defendant Newell Brands Inc. has done, and is doing, business in California,
7 including in the County of Los Angeles. Such business includes the marketing, promotion, and
8 sale of "Nuk" baby bottle products at issue.

9
10 I declare under penalty of perjury under the laws of the State of California that the
11 foregoing is true and correct. Executed on December 18, 2024, at Williamson, Georgia.

12 
13 _____
14 George V. Granade

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